

Construction Specification 999

Disposal of Dead Animals

Dead animals shall be collected from the areas shown on the attached map. Such collected animals shall be burned to a state of loose ash.

Acceptable cremation methods include incineration, air-curtain pit burning or open air burning.

- Incinerators shall be dual burning Type 4 (human and animal remains) ~~approved for use within the state~~
- Air curtain pit burning incorporates a prefabricated fire box or an earthen pit and blower. The blower and pit make up an engineered system which is precisely configured to properly function. The blower must have adequate air velocity to provide a "curtain effect" to hold smoke in and to feed air to the fire below. No excavated air curtain burning pits will be allowed.
- Wood debris may be used as a fuel source.

LDEQ must be notified before burning carcasses by contacting the DEQ Single Point of Contact (SPOC) at (225) 219-3640 or (888) 763-5424.

Ashes resulting from cremation are considered a solid waste and will be disposed of in an approved landfill.

SOLICITATION, OFFER, AND AWARD
(Construction, Alteration, or Repair)

SOLICITATION NO. NRCS-5-LA-1001	2. TYPE OF SOLICITATION <input checked="" type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 09/12/2005
IMPORTANT-The "Offer" section on pages 2 and 3 must be fully completed by offeror.		
CONTRACT NO. <u>LA-2217-C-05-001K</u>	5. REQUISITION/PURCHASE REQUEST NO. Bayou Terrebonne	6. PROJECT NO.
ISSUED BY USDA-NRCS Contracting Section 3737 Government Street Alexandria, Louisiana 71302	7. ADDRESS OFFER TO (U.S. Mail Delivery) USDA-NRCS Contracting Section 3737 Government Street Alexandria, Louisiana 71302	
FOR INFORMATION CALL	A. NAME Charles E. Phillips Jr.	B. TELEPHONE NO. (Include area code). (NO COLLECT CALLS) 318-473-7796

SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

0. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying no., date):

Project includes the furnishing of labor, equipment, materials and all incidentals required to complete the work in accordance with the attached plans and specifications. All work shall be accomplished in Terrebonne Parish, Louisiana.

Price Range: Between \$100,000 and \$250,000

11. The Contractor shall begin performance within 1 calendar days and complete it within 10 calendar days after receiving [] award [X] notice to proceed. This performance period is [X] mandatory [] negotiable. (See Section F, FAR 52.211-10).

EXCEPTION TO STANDARD FORM 1442 (REV. 4-85)
 APPROVED BY GSA/OIRM (6/85)

Prescribed by GSA
 FAR (48 CFR) 53.236-1(e)

SOLICITATION, OFFER, AND AWARD
(Construction, Alteration, or Repair)

12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES" indicate within how many calendar days after award in Item 12B.) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	12B. CALENDAR DAYS
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13. ADDITIONAL SOLICITATION REQUIREMENTS:

- A. Sealed offers in original and 0 copies to perform the work required are due at the place specified in Item 8 by 2:30 P.M. (hour) local time 13 Sep 2005 (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.
- B. An offer guarantee is, is not required.
- C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.
- D. Offers providing less than 1 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

OFFER (Must be fully completed by offeror)

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)	15. TELEPHONE NO. (Include area code) 16. REMITTANCE ADDRESS (Include only if different than Item 14)
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CODE FACILITY CODE

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirement stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)

AMOUNTS

EXCEPTION TO STANDARD FORM 1442 (REV. 4-85)

SOLICITATION, OFFER, AND AWARD
(Construction, Alteration, or Repair)

18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGMENT OF AMENDMENTS

(The offeror acknowledges receipt of amendments to the solicitation - give number and date of each)

AMENDMENT NO.											
DATE											
20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	20B. SIGNATURE				20C. OFFER DATE						
Ronald J. Adams, manager					September 13, 2005						
AWARD (To be completed by Government)											

21. ITEMS ACCEPTED:

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA
24. SUBMIT INVOICES TO ADDRESS SHOWN IN ITEM (4 copies unless otherwise specified)	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO: <input type="checkbox"/> 10 USC 2304(c) () <input type="checkbox"/> 41 USC 253(c) ()
26. ADMINISTERED BY CODE	27. PAYMENT WILL BE MADE BY USDA-NRCS 3737 Government Street Alexandria, Louisiana 71302

EXCEPTION TO STANDARD FORM 1442 (REV. 4-85)

SOLICITATION, OFFER, AND AWARD
(Construction, Alteration, or Repair)

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

- [] 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.
- [] 29. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30A. NAME AND TITLE OF CONTRACTOR
OR PERSON AUTHORIZED TO SIGN
(Type or print)

Ronald J. Adams, manager

30B. SIGNATURE

Ronald Adams

30C. DATE

September 13, 2005

31A. NAME OF CONTRACTING OFFICER
(Type or print)

CHARLES E PHILLIPS JR

31B. UNITED STATES
OF AMERICA

BY Ch Phillips

31C. AWARD
DATE

13 Sept 2005

EXCEPTION TO STANDARD FORM 1442 (REV. 4-85)

PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

EMERGENCY WATERSHED PROTECTION

TERREBONNE PARISH

BAYOU TERREBONNE

TOTAL BID \$247,000.00

B.2 Award Restrictions (AUG 1987, SCS, AMB) One Award for the aggregate of all items will be made under this solicitation.

NOTE 1: Bidder must complete all bid items.

NOTE 2: This bid schedule must be turned in with the offer.

NOTE 3: Bids must be (A) submitted on the forms furnished by the Government or on copies of those forms, and (B) manually signed. The person signing a bid must initial each erasure or change appearing on any bid form.

NOTE 4: Any deviation from the above three notes may result in a bid being disqualified.

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es) :

www.arnet.gov/far

I. FEDERAL ACQUISITION REGULATION (46 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE
52.202-1	DEFINITIONS Alternate I (MAY 2001)	DEC 2001
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-7	ANTI-KICKBACK PROCEDURES	JUL 1995
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN 2003
52.204-4	PRINTED/COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG 2000
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL 1995
52.214-29	ORDER OF PRECEDENCE - SEALED BIDDING	JAN 1986
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERN	OCT 2000
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN Alternate I (OCT 2001)	JAN 2002
52.219-16	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN	JAN 1999
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB 1997
52.222-3	CONVICT LABOR	JUN 2003

I.1 (Continued)

NUMBER	TITLE	DATE
52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT--OVERTIME COMPENSATION	SEP 2000
52.222-7	WITHHOLDING OF FUNDS	FEB 1988
52.222-8	PAYROLLS AND BASIC RECORDS	FEB 1988
52.222-9	APPRENTICES AND TRAINEES	FEB 1988
52.222-10	COMPLIANCE WITH COPELAND ACT REQUIREMENTS	FEB 1988
52.222-11	SUBCONTRACTS (LABOR STANDARDS)	FEB 1988
52.222-12	CONTRACT TERMINATION - DEBARMENT	FEB 1988
52.222-13	COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS	FEB 1988
52.222-14	DISPUTES CONCERNING LABOR STANDARDS	FEB 1988
52.222-15	CERTIFICATION OF ELIGIBILITY	FEB 1988
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
52.222-26	EQUAL OPPORTUNITY	APR 2002
52.222-27	AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION	FEB 1999
52.222-35	AFFIRMATIVE ACTION FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC 2001
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN 1998
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC 2001
52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA Alternate I (JUL 1995)	JAN 1997
52.223-6	DRUG-FREE WORKPLACE	MAY 2001
52.223-14	TOXIC CHEMICAL RELEASE REPORTING	AUG 2003
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	DEC 2003
52.227-1	AUTHORIZATION AND CONSENT	JUL 1995
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG 1996
52.227-4	PATENT INDEMNITY - CONSTRUCTION CONTRACTS	APR 1984
52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR 2003
52.232-5	PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS	SEP 2002
52.232-17	INTEREST	JUN 1996
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986

I.1 (Continued)

NUMBER	TITLE	DATE
52.232-27	PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS	OCT 2003
52.233-1	DISPUTES	JUL 2002
52.233-2	Alternate I (DEC 1991)	
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.236-2	DIFFERING SITE CONDITIONS	APR 1984
52.236-3	SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK	APR 1984
52.236-5	MATERIAL AND WORKMANSHIP	APR 1984
52.236-6	SUPERINTENDENCE BY THE CONTRACTOR	APR 1984
52.236-7	PERMITS AND RESPONSIBILITIES	NOV 1991
52.236-8	OTHER CONTRACTS	APR 1984
52.236-9	PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS	APR 1984
52.236-10	OPERATIONS AND STORAGE AREAS	APR 1984
52.236-11	USE AND POSSESSION PRIOR TO COMPLETION	APR 1984
52.236-12	CLEANING UP	APR 1984
52.236-13	ACCIDENT PREVENTION	NOV 1991
52.236-21	SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION	FEB 1997
	Alternate I (APR 1984)	
52.242-13	BANKRUPTCY	JUL 1995
52.243-4	CHANGES	AUG 1987
52.248-3	VALUE ENGINEERING - CONSTRUCTION	FEB 2000
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	SEP 1996
	Alternate I (SEP 1996)	
52.249-10	DEFAULT (FIXED-PRICE CONSTRUCTION)	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

I.2 52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNNS (JAN 1999)

- (a) Definition. "HUBZone small business concern," as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.
- (b) Evaluation preference;
 - (1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except--
 - (i) Offers from HUBZone small business concerns that have not waived the evaluation preference;
 - (ii) Otherwise successful offers from small business

I.2 (Continued)

concerns;

- (iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is exceeded (see 25.402 of the Federal Acquisition Regulation (FAR)); and
 - (iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government.
- (2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.
- (3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer. These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.
- (c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.
- [] Offeror elects to waive the evaluation preference.
- (d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for--
- (1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;
 - (2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;
 - (3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on

I.2 (Continued)

the concern's employees or the employees of other HUBZone small business concerns; or

- (4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.
- (e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants.
- (f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

I.3 52.225-9 BUY AMERICAN ACT--CONSTRUCTION MATERIALS (JUN 2003)

(a) Definitions. As used in this clause--

"Component" means an article, material, or supply incorporated directly into a construction material.

"Construction material" means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

"Cost of components" means--

- (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
- (2) For components manufactured by the Contractor, all costs

I.3 (Continued)

associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

"Domestic construction material" means--

- (1) An unmanufactured construction material mined or produced in the United States; or
- (2) A construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic.

"Foreign construction material" means a construction material other than a domestic construction material.

"United States" means the 50 States, the District of Columbia, and outlying areas.

(b) Domestic preference.

- (1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) by providing a preference for domestic construction material. The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b) (2) and (b) (3) of this clause.
- (2) This requirement does not apply to the construction material or components listed by the Government as follows:

none

- (3) The Contracting Officer may add other foreign construction material to the list in paragraph (b) (2) of this clause if the Government determines that--
 - (i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the

I.3 (Continued)

requirements of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

- (ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or
- (iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American Act.

- (1) (i) Any Contractor request to use foreign construction material in accordance with paragraph (b) (3) of this clause shall include adequate information for Government evaluation of the request, including--
 - (A) A description of the foreign and domestic construction materials;
 - (B) Unit of measure;
 - (C) Quantity;
 - (D) Price;
 - (E) Time of delivery or availability;
 - (F) Location of the construction project;
 - (G) Name and address of the proposed supplier; and
 - (H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b) (3) of this clause.
- (ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.
- (iii) The price of construction material shall include all delivery costs to the construction site and any

(d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of supplies:

(3) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction to the material is noncompliant with the Buy American Act.

(2) If the Government determines after contract award that an exception to the Buy American Act applies and the contractor to the Government offering off-the-shelf a domestic construction alternative, the contractor may negotiate a contract to allow use of the foreign construction to modify the contract, the contractor negotiating off-the-shelf a domestic construction alternative, when the basis for the exception is the unreasonableness of the foreign construction.

(1) Any contractor request for a determination to the Government whether or not a duty-free certificate may be issued.

If the contractor does not submit a statement of award, request the Government determine whether or not reasonable before contract award. If the contractor does not submit a statement of award, the contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award.

If the contractor does not submit a statement of award, the contractor could not reasonably foresee the need for such determination and could not have submitted after contract award shall explain why the contractor request could not reasonably foresee the need for such determination and could not have requested the determination before contract award.

(iv) Any contractor request for a determination to the Government whether or not a duty-free certificate may be issued.

I.3 (Continued)

[Include other applicable supporting information.]

(*Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).)

I.4 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (APR 2003)

(a) Definitions. As used in this clause--

"Commercial item" has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) (1) The Contractor shall insert the following clauses in subcontracts for commercial items:

- (i) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (ii) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
- (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212(a)).
- (iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- (v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

I.4 (Continued)

- (2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.
- (d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

I.5 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.
- (b) The use in this solicitation or contract of any Agriculture Acquisition Regulation (48 CFR Chapter 4) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

I.6 NRCSAR 41-52.232-72 OTHER INVOICING REQUIREMENTS UNDER PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (NRCS, AMB JUL 1993)

- (1) In addition to the information required in clause 52.232-27, Prompt Payment Construction Contracts, the contractor shall provide the following:
 - (i) The original and one copy of each invoice are to be delivered to the Contracting Officer at the location shown in Block 24 of Form SF-1442.
 - (ii) One copy of each invoice is to be submitted to the Contracting Officer's Technical Representative (COTR) who will be identified prior to the work starting.
- (2) The following must be attached to the original invoice submitted to the contracting officer and to the copy of the invoice submitted to the COTR:
 - (i) A complete remittance address along with vendor identification number on the second line.
 - (ii) Billing period.
 - (iii) If requesting Payment for materials delivered but not installed, Contractor will provide evidence of title to the

I.6 (Continued)

materials as required by FAR clause 52.232-5, Payments Under Fixed-Price Construction Contracts.

(iv) Itemization of payment requests by contract item number (CIN) as shown in Section B of the contract. Invoice will include the quantity performed that is being invoiced, the unit price and the CIN total price, and a sum total of amount of payment requested. Invoice will also include the cumulative quantities and amount by CIN.

(v) A signed certification as required by FAR clause 52.232-5, Payments Under Fixed-Price Construction Contracts.

(vi) A copy of the payrolls and statements of compliance not previously submitted to cover the billing period.

(3) The FINAL invoice billing shall also contain the following RELEASE OF CLAIMS statement as required by FAR clause 52.232-5, Payments Under Fixed-Price Construction Contracts: I, (Name of Contractor), do hereby release the United States of America from any and all claims of any character whatsoever arising under and by virtue of contract number (Identify Contract) dated (Date) as amended, except as herein stated.

(Date of Release)

(Signature of Contractor)

I.7 NRCSAR 41-52.249-70 TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER
(NRCS, AMB) (JULY 1993)

(a) This clause specifies the procedure for determination of time extensions for unusually severe weather in accordance with the FAR clause 52.249-08, DEFAULT (FIXED PRICE SUPPLY AND SERVICE). In order for the Contracting Officer to award a time extension under this clause, the following conditions must be satisfied:

(1) The weather experienced at the project site during the contract period must be found to be unusually severe; that is, more severe than the weather anticipated for the project location during any given month.

(2) The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without the fault or negligence of the contractor.

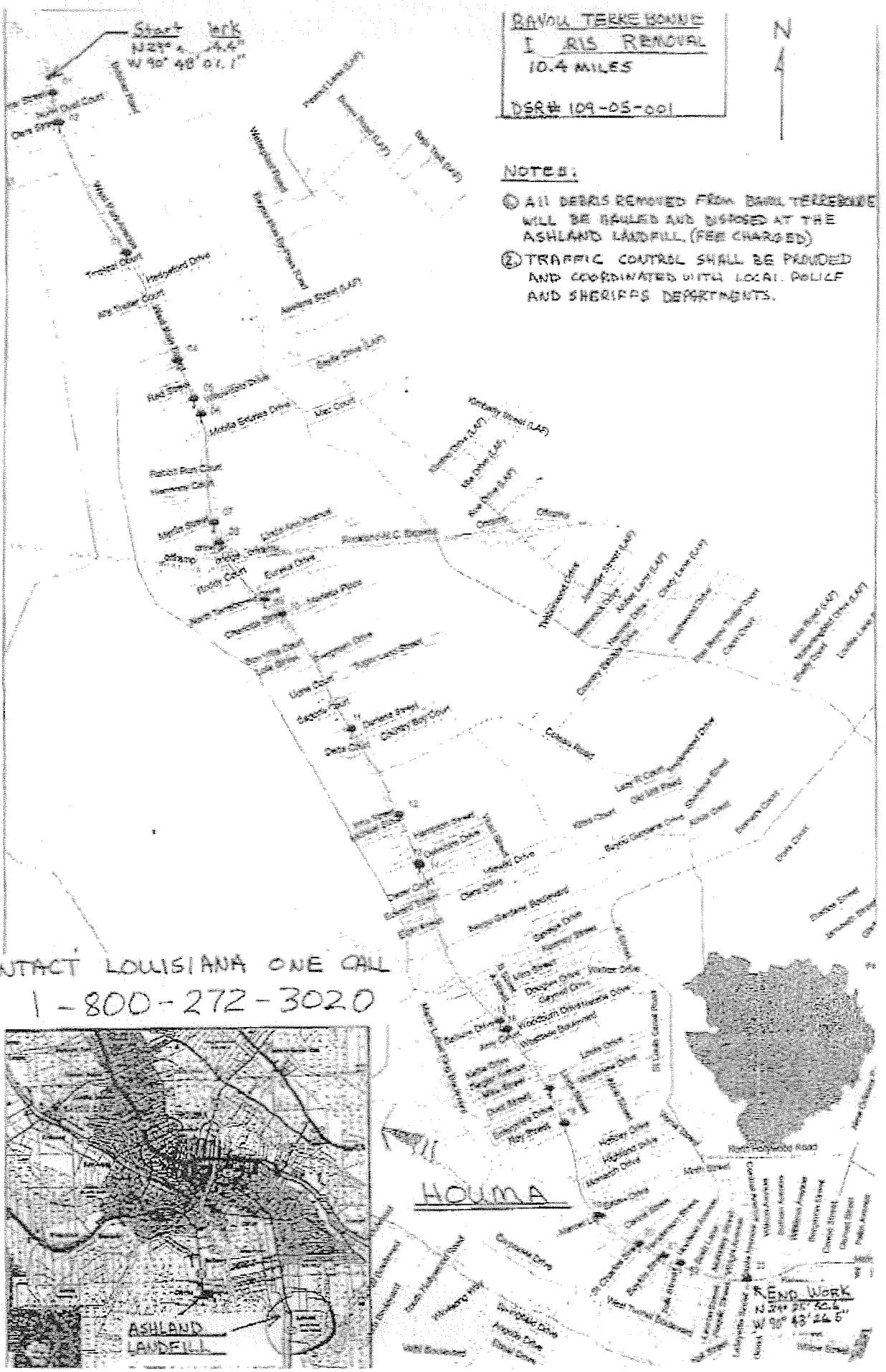
(b) The following schedule of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location and will constitute the baseline for monthly weather time evaluations.

I.7 (Continued)

The contractor's progress schedule must reflect those anticipated weather delays in all weather dependent activities.

MONTHLY ANTICIPATED ADVERSE WEATHER DELAY WORK DAYS BASED ON A SEVEN (7) DAY WORK WEEK											
JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
(7)	(5)	(3)	(2)	(3)	(3)	(3)	(3)	(4)	(2)	(3)	(6)

(C) Upon acknowledgement of the Notice to Proceed (NTP) and continuing throughout the contract, the contractor will record the occurrence of adverse weather and resultant impact to normally scheduled work. Actual adverse weather delay must prevent work on critical activities for fifty (50) percent or more of the contractor's scheduled work day. The number of actual adverse weather days shall include days impacted by actual adverse weather (even if adverse weather occurred in the previous month), be calculated chronologically from the first to the last day of the month, and be recorded as full days. If the number of actual days adverse weather days exceeds the number of days anticipated in paragraph (b) above, the contractor may submit a written request for a modification for extension of performance time due to unusually severe weather. The Contracting Officer will convert any qualifying delays into calendar days, giving full consideration for equivalent fair weather work days, and issue a modification in accordance with FAR clause 52.249-08, DEFAULT (FIXED PRICE SUPPLY AND SERVICES)



Construction Specification 8—Mobilization and Demobilization

1. Scope

The work consists of the mobilization and demobilization of the contractor's forces and equipment necessary for performing the work required under the contract. It does not include mobilization and demobilization for specific items of work for which payment is provided elsewhere in the contract. Mobilization will not be considered as work in fulfilling the contract requirements for commencement of work.

2. Equipment and material

Mobilization shall include all activities and associated costs for transportation of contractor's personnel, equipment, and operating supplies to the site; establishment of offices, buildings, and other necessary general facilities for the contractor's operations at the site; premiums paid for performance and payment bonds, including coinsurance and reinsurance agreements as applicable; and other items specified in section 4 of this specification.

Demobilization shall include all activities and costs for transportation of personnel, equipment, and supplies not required or included in the contract from the site; including the disassembly, removal, and site cleanup of offices, buildings, and other facilities assembled on the site specifically for this contract.

This work includes mobilization and demobilization required by the contract at the time of award. If additional mobilization and demobilization activities and costs are required during the performance of the contract as a result of changed, deleted, or added items of work for which the contractor is entitled to an adjustment in contract price, compensation for such costs will be included in the price adjustment for the item or items of work changed or added.

3. Payment

Payment will be made as the work proceeds, after presentation of paid invoices or documentation of direct costs by the contractor showing specific mobilization and demobilization costs and supporting evidence of the charges of suppliers, subcontractors, and others. When the total of such payments is less than the lump sum contract price, the balance remaining will be included in the final contract payment. Payment of the lump sum contract price for mobilization and demobilization will constitute full compensation for completion of the work.

Payment will not be made under this item for the purchase costs of materials having a residual value, the purchase costs of materials to be incorporated in the project, or the purchase costs of operating supplies.

4. Items of work and construction details

4. ITEMS OF WORK AND CONSTRUCTION DETAILS

Items of work to be performed in conformance with this specification and the construction details therefore are:

a. Mobilization and Demobilization

- (1) This item shall consist of mobilizing and demobilizing personnel and equipment in preparation to perform the work within the scope of this contract.
- (2) Access to the sites may be impeded due to shallow water conditions in the channels and/or existing utilities. The contract shall not be modified to increase the performance time or monetary value as a result of difficulty in accessing these sites due to shallow water conditions or existing utilities. Excavation to increase flotation (draft depth) will be allowed to the limits as shown on the drawings.
- (3) Pipelines are located below some of the access channel bottoms. All tugboats and barges will be loaded in a manner to ensure that they float at all times. Excavation or wheel washing will not be allowed within any pipeline Right-of-Way as stated in the Special Provisions and as shown on the plans.
- (4) This item shall include both:
 - (a) Mobilizing and demobilizing equipment and operating supplies to the general work area in this contract
 - (b) Mobilizing and demobilizing equipment and operating supplies between each of the specific construction sites specified by this contract.
- (5) This item shall not include the movement of personnel and supplies within the work sites associated with the daily operation of the contractor's work force.
- (6) Payment shall be as specified in Section 3. Such payment will be considered full compensation for this item.

Construction Specification 9—Traffic Control

1. Scope

The work shall consist of establishing traffic control and maintaining safe, convenient use of public roads and rights-of-way.

2. Traffic and access

The contractor's operations shall cause no unnecessary inconvenience to the public. The public rights-of-way shall be maintained at all times unless interruption is authorized by proper local authority. Contractor's authorized closing or detour plans shall be provided to the engineer for approval.

Safe and adequate access shall be provided and maintained to all public protection devices and to all critical utility control locations. Facility access shall be continuous and unobstructed unless otherwise approved.

3. Storage of equipment and material in public streets

Construction materials and equipment shall not be stored or parked on public streets, roads, or highways. During any material or equipment loading or unloading activities that may temporarily interfere with traffic, an acceptable detour shall be provided for the duration of the activity. Any associated expense for this activity is the responsibility of the contractor.

Excavated material, including suitable material that is intended for adjacent trench backfill or other earth backfill as specified in section 5 of this specification, shall not be stored on public streets, roads, or highways that remain in service for the public. Any waiver of this requirement must be obtained from the proper local authority and approved by the engineer. All excess and unsuitable material shall be removed from the site as soon as possible. Any spillage shall be removed from roadways before they are used by the public.

4. Street closures, detours, and barricades

The contractor shall comply with the requirements of all applicable responsible units of government for closure of any street, road, or highway. The contractor shall provide the required barriers, guards, lights, signs, temporary bridges, and flaggers together with informing the public of any detours and construction hazards by the most suitable means available, such as local newspapers or radio stations. The contractor is also responsible for compliance with additional public safety requirements that may arise during construction. The contractor shall furnish, install, and, upon completion of the work, promptly remove all signs, warning devices, and other materials used in the performance of this work.

Unless otherwise specified, the contractor shall notify, in writing, the fire chief, police chief, county sheriff, state patrol, schools that operate school buses, or any other government official as may be appropriate no less than 7 days before closing, partly closing, or reopening any street, road, or highway.

Unless otherwise specified, the contractor shall furnish to the engineer a written plan showing the proposed method of signing, barricading for traffic control, and safety for street detours and closures.

All temporary detours will be maintained to ensure use of public rights-of-way is provided in a safe manner. This may include dust control, grading, and graveling as required in section 7 of this specification.

5. General and specific references

All signs, signals, barricades, use of flaggers, and other traffic control and public safety devices shall conform to the general requirements set forth in the Manual of Uniform Traffic Control Devices (MUTCD) and the latest edition of *Standard Highway Signs and Standard Alphabets for Highway Signs* and/or OSHA Construction Industry Standards (29 CFR Part 1926), Subpart G, *Signs, Signals, and Barricades* unless otherwise specified in section 7 of this specification.

6. Measurement and payment

For items of work for which specific lump sum prices are established in the contract, payment for the work is made at the contract lump sum price. Progress payments will be made based upon the percentage of estimated total time that traffic control will be required unless otherwise specified in section 7 of this specification. Payment will constitute full compensation for all flaggers, labor, materials, equipment, and all other items necessary and incidental to completion of the work.

Compensation for any item of work described in the contract, but not listed in the bid schedule will be included in the payment for the item of work to which it is made subsidiary. Such items and items to which they are made subsidiary are identified in section 7 of this specification.

7. Items of work and construction details

- (i) This item shall consist of providing the necessary traffic control devices (signs, signals, markings, personnel, etc.) where needed, to allow for the safe and expeditious movement of traffic through and adjacent to the construction area for the completion of the contract, prior to the start of construction operations, is to submit to the contracting officer, in writing, a proposed comprehensive traffic control plan. The plan shall address, as a minimum, the following requirements:
- (a) The design and application of all signs, markings, pavement markings, channelizing devices, and warning signs shall conform to the "Traffic Control Devices", 1988 Edition, as revised.
- (b) Channelizing and delineation devices shall be used to mark all construction areas, or areas in the way of construction, and that do not apply to an appropriate situation, normal pre-construction scheme, and shall be covered, removed, or reduced by the contractor.
- (c) Any traffic control devices (signs, signals, markings) which exist as part of the roadway and all traffic control devices shall be restored to original conditions by the contractor.
- (d) The roadway and all traffic control devices shall be restored to original conditions by the contractor.
- (e) All excavations shall be covered, backfilled, or protected, (see "b", above) by night and when work is not in progress. Excavated pits, etc., shall be fully fenced or berrieded (see "b", above) to prevent access by pedestrians, and when work is not in progress. Excavated pits, etc., shall be fully fenced or berrieded (see "b", above) to prevent access by pedestrians, and when work is not in progress.
- (f) All materials/machinery shall be stored outside of the mad surface, creating no slight distance problems, and fully delineated as in "b", above.
- (g) If sections of roadway are totally closed, the contractor shall notify the sheriff's traffic division, 911 operators, the fire department, and any major traffic generators (i.e. schools, etc.). A three working day, minimum, advance notice will be required.
- (h) On totally closed sections of the roadway, the contractor shall provide access for local traffic only.
- (i) The contractor shall check traffic control devices on a daily basis as a minimum when beginning and ending the work day, to insure adherence to the plans and proper adequacy of devices for day and night visibility. On weekends, devices shall be checked a minimum once per day.

a. Bid Item 4, Traffic Control

Items of work to be performed in conformance with this specification are:

7. Items of Work

- (j) Flagman and/or sheriff's control shall be provided as specified by the COTR.
 - (k) Yellow, high visibility pennant barrier flagging (nylon rope with plastic pennants) shall be strung between Type II barricades and barrels/drums, only as directed by the COTR.
 - (l) This traffic control device plan indicates general traffic control devices to be used on this project. It is anticipated that conditions will vary depending on the phase under construction and that the arrangement of those devices will be reviewed on a daily basis. Should the contractor have any question as to the arrangement of those devices, the COTR shall be notified to make an inspection of the site.
 - (m) Contractor shall provide for the movement of pedestrians for the entire length of the contract. As much as possible, the contractor shall not obstruct existing sidewalks, thereby obstructing pedestrian movements. If existing sidewalks must be obstructed, the contractor shall provide for the movement of pedestrians by posting appropriate signing, such as, "Sidewalk Closed-Use Other Side of Street". Signing shall be reflectorized and lighted at night.
 - (n) Also, where trenches are excavated outside the roadway surface, the contractor shall provide each dwelling at least one accessible crossing of the backfilled trench area, for use by pedestrians.
 - (o) As much as possible, the contractor shall provide access to area businesses.
- (3) Measurement and payment shall be as specified in Section 6 of this specification.

Construction Specification 203—Channel Obstruction Removal

1. Scope

The work shall consist of the cleanup of designated channel areas consisting of the removal and disposal of trees, logs, stumps, brush, tops, rubbish, debris and other items as specified in Section 8 deposited in the channel.

2. Access

Access shall be designated by NRCS unless alternate routes are obtained by the Contractor and approved by NRCS. All access routes shall be restored, by the Contractor, to the condition prior to the commencement of work under this contract.

3. Limits of Work

Each end of each reach of the channel and its tributaries designated for obstruction removal will be referenced to identified roads or other structures or landmarks or be marked by the Government Representative by means of stakes, flags, or other suitable markers.

4. Removal

Flow obstructions shall be removed by methods including, but not limited to, sawing, cabling, winching, lifting, or dragging. No excavation for floatation or any other reasons will be allowed.

The following guidelines will be used to determine which trees, stumps, and brush to remove. The final determination will be made by the Government Representative.

- a. All downed trees, brush, limbs, tops, vines, and other washed-in woody vegetative materials lying completely or partially within the stream banks shall be removed.
- b. Undecked or storm damaged trees within or outside the banks which are still standing but likely to fall into the stream shall be removed.
- c. Stumps of downed trees within the channel banks shall not be removed unless otherwise noted in Section 8 of this specification.

All building materials, manufactured items, and other loose foreign debris lying completely or partially within the limits of designated areas.

5. Disposal

All material produced from "Channel Obstruction Removal", shall be hauled to the nearest public landfill or disposed of as specified in Section 8 of this specification.

Sediment removed from the watercourses shall be placed and spread as specified in Section 8. No sediment shall be placed on improved property except where directed or allowed by NRCS to fill stump holes, ruts, and other local depressions. Alternate methods of disposal proposed by the Contractor must be approved by NRCS.

Debris shall not be placed in tributaries, side ditches, floodplains nor other defined water entrances to the watercourse being cleaned.

6. Special Requirements

Roadways constructed in the work areas shall be kept to the minimum necessary. No grading for equipment to work or benching of the channel sides will be permitted without the concurrence of NRCS.

All saw cuts shall be made parallel to and as close to ground level as the cutting tools will permit.

The Contractor shall take reasonable precautions to prevent further damage to the channel and its environment to include channel banks, fishery resources, and undamaged trees. The Contractor shall provide tanks or barrels to be used for off-site disposal of chemical pollutants such as drained lubricating or transmission oils, greases, etc. produced as a by product of this work. Washing, fueling, or servicing of equipment shall be avoided where spillage or wash water can enter the watercourse.

The Contractor shall not operate heavy equipment such as crawler tractors and tracked backhoes within flowing channels. Any operation of heavy equipment within the banks of the watercourse must be approved by NRCS.

The number of channel crossings shall be kept to a minimum. Materials used to form channel crossings shall be removed once the work for the subject reach is completed.

The Contractor shall backfill holes in the channels and channel banks resulting from stump removal in residential and other landscaped areas. Backfill shall be the best fill material available from within the channel area and within fifty (50) feet of the stump hole. Upon occasion, spoil may not be available. In such cases, fill material shall be hauled into the site to fill the stump holes.

Fences which must be cut or removed for access shall be repaired or replaced by the Contractor at his expense to equal or exceed the quality of fencing that was in place prior to cutting or removal.

The Contractor shall take all reasonable precautions to prevent further damage to structures, utilities, or other fixed improvements and shall promptly repair or replace at his expense any such improvements damaged by his operations.

The Contractor shall coordinate with the appropriate road department, the methods and manners of traffic control.

7. Measurement and payment

Payment will be made on a lump sum basis. Such payment shall be considered full compensation for all materials, labor, equipment, tools, seeding and other items necessary and incidental to complete the work.

8. Items of work and construction details

Items of work to be performed in conformance with this specification and the construction details therefore are:

a. Channel Obstruction Removal

~~ALL WORK TO BE PERFORMED IN CONFORMANCE WITH THE SPECIFIED LIMITS SHOWN ON THE DRAWING OR AS SHOWN IN THE FIELD.~~

- (2) The lateral work limits shall be as shown on the drawings. The beginning and ending work limits are as shown on the "Site Location Maps". When debris removal is required at bridge locations, the work limits shall be the distance necessary to remove all floating and submerged accumulated debris. At bridges, both sides of the channel may be used as work sides if conditions warrant.
- (3) All woody debris within the work limits shall be removed. Vegetative debris longer than 18 inches or having a diameter greater than 2 inches within the work limits shall be removed. This is to include, but is not limited to all debris (trees, root balls which have been displaced, etc.) that is a part of the debris within the work limits. Leaning trees, (those which are leaning over the channel and are identified for removal), shall be cut off at the ground line leaving the root mass in place.
- (4) The contractor is responsible for any debris, which his operation may dislodge and float downstream of the work area.
- (5) All debris removed from within the work limits shall be disposed of by loading and hauling to the public landfill site shown on the drawings. The contractor is responsible for payment of any tipping fees. Terrebonne Parish charges \$ 32.00 per ton.
- (6) Any hazardous material encountered, such as batteries, used motor oil, scrap tires, white goods, any item which could contain CFC's, etc., shall be loaded and hauled to an approved hazard waste disposal site.

Weld

SOLICITATION, OFFER, AND AWARD
(Construction, Alteration, or Repair)

1. SOLICITATION NO. NRCS-5-LA-1003	2. TYPE OF SOLICITATION <input checked="" type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 09/12/2005
---------------------------------------	--	------------------------------

IMPORTANT-The "Offer" section on pages 2 and 3 must be fully completed by offeror.

4. CONTRACT NO. <i>AS-2017-C-05-002K</i>	5. REQUISITION/PURCHASE REQUEST NO. Levee Repair	6. PROJECT NO.
---	---	----------------

7. ISSUED BY CODE (Hand-carried/Courier Address) USDA-NRCS Contracting Section 3737 Government Street Alexandria, Louisiana 71302	8. ADDRESS OFFER TO (U.S. Mail Delivery) USDA-NRCS Contracting Section 3737 Government Street Alexandria, Louisiana 71302
--	--

9. FOR INFORMATION CALL	A. NAME Charles E. Phillips Jr.	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) 318-473-7796
-------------------------	------------------------------------	--

SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying no., date):

Project includes the furnishing of labor, equipment, materials and all incidentals required to complete the work in accordance with the attached plans and specifications. All work shall be accomplished in Plaquemine Parish, Louisiana.

6/3 05/7 7/57

Price Range: Between \$100,000 and \$250,000

11. The Contractor shall begin performance within 1 calendar days and complete it within 10 calendar days after receiving [] award [X] notice to proceed. This performance period is [X] mandatory [] negotiable. (See Section F, FAR 52.211-10).

EXCEPTION TO STANDARD FORM 1442 (REV. 4-85)
APPROVED BY GSA/OIRM (6/85)

Prescribed by GSA
FAR (48 CFR) 53.236-1(e)

EXCEPTION TO STANDARD FORM 1442 (REV. 4-85)

ONE HUNDRED NINETEEN ONE THOUSAND DOLLARS AND NO CENTS

AMOUNTS

191,000.00

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of the solicitation, if this offer is accepted by the Government within ~~the~~ calendar days after the date offered are due. (Insert any number equal to or greater than the minimum requirement stated in Item 13D. Failure to do so means the offeror accepts the minimum in Item 13D.)

14. NAME AND ADDRESS OF OFFEROR (Include area code)	15. TELEPHONE NO. TURKEY HORN - 631-4539-7164	16. REMITTANCE ADDRESS OFFICE - 504-581-2283	17. FACILITY CODE 1268 Hwy. 5127
18. NAME AND ADDRESS OF OFFEROR (Include area code)	19. FACILITY CODE 1207 LA 70037	20. NAME AND ADDRESS OF OFFEROR OFFICE - 504-581-2283	21. REMITTANCE ADDRESS ONLY if different than Item 14 BELL CHASE, LA. 70037

OFFER (Must be fully completed by offeror)

D. Offers providing less than 1 calendar day for Government acceptance after the date offered are due will not be considered and will be rejected.

C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.

B. An offer guarantee is, is not required.

A. Sealed offers in original and 0 copies to perform the work required are due at the place specified in Item 8 by 3:30 P.M. (hour) Local time 13 Sep 2005 (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offer numbers, and the date and time offeror's name and address, the solicitation number, and the date and time offered are due.

13. ADDITIONAL SOLICITATION REQUIREMENTS:

12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED STRUCTURE, ALTERATION, OR REPAIR	12B. CALENDAR DAYS Indicate within how many calendar days offer awarded in Item 12B.)	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
12C. PERFORMANCE AND PAYMENT BONDS? (If "YES") After award in how many calendar days		

SOLICITATION, OFFER, AND AWARD
(Construction, Alteration, or Repair)

18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGMENT OF AMENDMENTS

(The offeror acknowledges receipt of amendments to the solicitation - give number and date of each)

AMENDMENT NO.			
DATE			
20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	20B. SIGNATURE	20C. OFFER DATE	
<u>GEORGE H. WILSON, JR.</u> <u>PRESIDENT</u>		<u>9-18-05</u>	
AWARD (To be completed by Government)			

21. ITEMS ACCEPTED:

#1-40ee REPAIR

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA
\$191,000.00	
24. SUBMIT INVOICES TO ADDRESS SHOWN IN ITEM _____ (4 copies unless otherwise specified)	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO: [] 10 USC 2304(c) () [] 41 USC 253(c) ()
26. ADMINISTERED BY CODE _____	27. PAYMENT WILL BE MADE BY USDA-NRCS 3737 Government Street Alexandria, Louisiana 71302

RECEPTION TO STANDARD FORM 1442 (REV. 4-85)

SOLICITATION, OFFER, AND AWARD
(Construction, Alteration, or Repair)

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

- [] 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.

29. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30A. NAME AND TITLE OF CONTRACTOR
OR PERSON AUTHORIZED TO SIGN
(Type or print)

GEORGE H. WILSON, JR.
PRESIDENT

31A. NAME OF CONTRACTING OFFICER
(Type or print)

CHARLES E PHILLIPS FK

30B. SIGNATURE



30C. DATE

9-13-05

31B. UNITED STATES
OF AMERICA

BY 

31C. AWARD
DATE

13 Sept 05

EXCEPTION TO STANDARD FORM 1442 (REV. 4-85)

PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

EMERGENCY WATERSHED PROTECTION

Plaquemine Parish

Citrus Land Levee

TOTAL BID

\$ 191.000.00

B.2 Award Restrictions (AUG 1987, SCS, AMB) One Award for the aggregate of all items will be made under this solicitation.

NOTE 1: Bidder must complete all bid items.

NOTE 2: This bid schedule must be turned in with the offer.

NOTE 3: Bids must be (A) submitted on the forms furnished by the Government or on copies of those forms, and (B) manually signed. The person signing a bid must initial each erasure or change appearing on any bid form.

NOTE 4: Any deviation from the above three notes may result in a bid being disqualified.

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PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

THERE ARE NO CLAUSES INCLUDED IN THIS SECTION

The Contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified), to perform the statement of work/specifications referenced in Section J.

C.1 AGAR 452.211-72 STATEMENT OF WORK/SPECIFICATIONS
(FEB 1988)

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

SECTION D - PACKAGING AND MARKING

THERE ARE NO CLAUSES INCLUDED IN THIS SECTION

SECTION B - INSPECTION AND ACCEPTANCE

E.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

www.acnet.gov/far

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE
52.246-12	INSPECTION OF CONSTRUCTION	AUG 1996

SECTION F - DELIVERIES OR PERFORMANCE**F.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

www.acnet.gov/far

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE
52.242-14	SUSPENSION OF WORK	APR 1984

F.2 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within 1 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 10 calendar days after receipt of notice to proceed. The time stated for completion shall include final cleanup of the premises.

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THERE ARE NO CLAUSES INCLUDED IN THIS SECTION

SECTION G - CONTRACT ADMINISTRATION DATA

Section G

NHCS-5-LA-1003

SECTION H - SPECIAL CONTRACT REQUIREMENTS**H.1 AGAR 452.236-73 ARCHEOLOGICAL OR HISTORIC SITES
(FEB 1988)**

If a previously unidentified archeological or historic site(s) is encountered, the Contractor shall discontinue work in the general area of the site(s) and notify the Contracting Officer immediately.

**H.2 AGAR 452.236-74 CONTROL OF EROSION, SEDIMENTATION,
AND POLLUTION (NOV 1996)**

- (a) Operations shall be scheduled and conducted to minimize erosion of soils and to prevent silting and muddying of streams, rivers, irrigation systems, and impoundments (lakes, reservoirs, etc.).
- (b) Pollutants such as fuels, lubricants, bitumens, raw sewage, and other harmful materials shall not be discharged on the ground; into or nearby rivers, streams, or impoundments; or into natural or man-made channels. Wash water or waste from concrete or aggregate operations shall not be allowed to enter live streams prior to treatment by filtration, settling, or other means sufficient to reduce the sediment content to not more than that of the stream into which it is discharged.
- (c) Mechanized equipment shall not be operated in flowing streams without written approval by the Contracting Officer.

**H.3 AGAR 452.236-75 MAXIMUM WORKWEEK - CONSTRUCTION
SCHEDULE (NOV 1996)**

Within 1 calendar days after receipt of a written request from the Contracting Officer, the Contractor must submit the following in writing for approval:

- (a) A schedule as required by FAR clause 52.236-15, "Schedules for Construction Contracts" and
- (b) The hours (including the daily starting and stopping times) and days of the week the Contractor proposes to carry out the work.

The maximum workweek that will be approved is 12 hours per day, 7 days per week, Sunday thru Saturday.

**H.4 AGAR 452.236-76 SAMPLES AND CERTIFICATES
(FEB 1988)**

When required by the specifications or the Contracting Officer, samples, certificates, and test data shall be submitted after award of the contract, prepaid, in time for proper action by the Contracting Officer or his/her designated representative. Certificates and test data shall be submitted in triplicate to show compliance of materials and construction specified in the contract performance requirements.

Samples shall be submitted in duplicate by the Contractor, except as otherwise specified, to show compliance with the contract requirements. Materials or equipment for which samples, certifications or test data are required shall not be used in the work until approved in writing by the Contracting Officer.

**H.5 NATURAL RESOURCES CONSERVATION SERVICE
SUPPLEMENT TO OSHA PARTS 1910 AND 1926
CONSTRUCTION INDUSTRY STANDARDS AND
INTERPRETATIONS**

The contractor shall comply with OSHA (Occupational Safety and Health Administration) Parts 1910 and 1926, Construction Industry Standards and Interpretations, and with this supplement.

Requests for variances or waivers from this supplement are to be made to the contracting officer in writing supported by evidence that every reasonable effort has been made to comply with the contractual requirements. A written request for a waiver or a variance shall include--

- (1) Specific reference to the provision or standard in question;
- (2) An explanation as to why the waiver is considered justified; and
- (3) The contractor's proposed alternative, including technical drawings, materials, or equipment specifications needed to enable the contracting officer to render a decision. No waiver or variance will be approved if it endangers any person. The contractor shall not proceed under any requested revision of a provision until the contracting officer has given written approval. The contractor is to hold and save harmless the Soil Conservation Service from any claims or causes of action whatsoever resulting from the contractor or subcontractors proceeding under a waiver or

H.5 (Continued)

approved variance.

Copies of OSHA Parts 1910 and 1926, Construction Industry Standards and Interpretations, may be obtained from:

Superintendent of Documents
U. S. Government Printing Office
Washington, DC 20402

NATURAL RESOURCES CONSERVATION SERVICE
SUPPLEMENT TO OSHA PARTS 1910 AND 1926
CONSTRUCTION INDUSTRY STANDARDS AND
INTERPRETATIONS

GENERAL CONTRACTOR REQUIREMENTS

1.1 SAFETY PROGRAM. Each contractor is to demonstrate that he or she has facilities for conducting a safety program commensurate with the work under contract. The contractor is to submit in writing a proposed comprehensive safety program to the contracting officer for approval before the start of construction operations. The program is to specifically state what provision the contractor proposes to take for the health and safety of all employees, including subcontractors and rental equipment operators. The program shall be site specific and provide details relevant to the work to be done, the hazards associated with the work, and the actions that will be necessary to minimize the identified hazards.

1.2 PRECONSTRUCTION SAFETY MEETING. Representatives for the contractor are to meet with the contracting officer (CO) or the CO's representative before the start of construction to discuss the safety program and the implementation of all health and safety standards pertinent to the work under this contract.

1.3 JOINT SAFETY POLICY COMMITTEE. The contractor or designated onsite representative is to participate in monthly meetings of a Joint Safety Policy Committee, composed of Soil Conservation Service and contractor supervisory personnel. At these meetings the contractors project manager and the contracting officer will review the effectiveness of the contractor's safety effort, resolve current health and safety problems, and coordinate safety activities for upcoming work.

H.5 (Continued)

1.4 SAFETY PERSONNEL. Each contractor is to designate a competent supervisory employee satisfactory to the contracting officer to administer the safety program.

1.5 SAFETY MEETINGS. A minimum of one "one-on-the-job" or "toolbox" safety meeting is to be conducted each week by all field supervisors or foremen and attended by mechanics and all construction personnel at the job site. The contractor is to also conduct regularly scheduled supervisory safety meetings at least monthly for all levels of job supervision.

1.6 SAFETY INSPECTION. The contractor shall perform frequent and regular safety inspections of the job site, materials, and equipment, and shall correct deficiencies.

1.7 FIRST AID TRAINING. Every contractor foreman's work crew must include an employee who has a current first aid certificate from the Mine Safety and Health Administration, American Red Cross, or other state-approved organization.

1.8 REPORTS. Each contractor is to maintain an accurate record of all job-related deaths, diseases, or disabling injuries. The records shall be maintained in a manner approved by the contracting officer. A copy of all reports is to be provided to the contracting officer. All fatal or serious injuries are to be reported immediately to the contracting officer, and every assistance is to be given in the investigation of the incident, including submission of a comprehensive narrative report to the contracting officer. Other occurrences with serious accident potential, such as equipment failures, slides, and cave-ins, must also be reported immediately. The contractor is to assist and cooperate fully with the contracting officer in conducting accident investigations. The contracting officer is to be furnished all information and data pertinent to investigation of an accident.

1.9 CERTIFICATION OF INSURANCE. Contractors are to provide the contracting officer or his or her representative with certificates of insurance before the start of operations indicating full compliance with State Worker's Compensation statutes.

FIRST AID AND MEDICAL FACILITIES

H.5 (Continued)

2.1 FIRST AID KITS. A first aid kit approved by the American Red Cross is to be provided at accessible, well-identified locations at the ratio of at least one kit for each 25 employees. The first aid kits are to be moisture proof and dust tight, and the contents of the kits are to be replenished as used or as they become ineffective or outdated.

2.2 EMERGENCY FIRST AID. At least one employee certified to administer emergency first aid must be available for each shift and duly designated by the contractor to care for injured employees. The names of the certified employees shall be posted at the job site.

2.3 COMMUNICATION AND TRANSPORTATION. Prior to the start of work, the contractor is to make necessary arrangements for prompt and dependable communications, transportation, and medical care for injured employees.

At least one stretcher and two blankets shall be readily available for transporting injured employees.

2.4 FIRST AID AND MEDICAL REPORTS. The contractor is to maintain a record system for first aid and medical treatment on the job site. Such reports are to be readily available to the contracting officer and are to include:

(a) A daily treatment log listing chronologically all persons treated for occupational injuries and illness;

(b) Cumulative record of injury for each individual;

(c) Monthly statistical records of occupational injuries, classified by type and nature of injury; and

(d) Required records for worker's compensation.

2.5 SIGNS AND DIRECTIONAL MARKINGS. Adequate identification and directional markers are to be provided to readily denote the location of all first aid stations.

2.6 EMERGENCY LISTING. A listing of telephone numbers and addresses of doctor, rescue squad, hospital, police, and fire departments is to be provided at all first aid locations.

PHYSICAL QUALIFICATION OF EMPLOYEES

H.5 (Continued)

3.1 GENERAL REQUIREMENTS. Persons employed throughout the contract are to be physically qualified to perform their assigned duties. Employees must not knowingly be permitted or required to work while their ability or alertness is impaired by fatigue, illness, or any other reason that may jeopardize themselves or others.

3.2 HOIST OPERATIONS. Operators of cranes, cableways, and other hoisting equipment shall be examined annually by a physician and provided with a certification stating that they are physically qualified to safely operate hoisting equipment. The contractor is to submit a copy of each certification to the contracting officer.

3.3 HEAVY EQUIPMENT OPERATORS. It is recommended that operators of trucks and heavy construction equipment be given physical examinations to determine if they are physically qualified to perform their assigned work without endangering themselves or others.

3.4 MOTOR VEHICLE OPERATORS. Operators of motor vehicles engaged primarily in the transportation of personnel are to be 18 years of age or older and have a valid state operator's permit or license for the equipment being operated. The operators must have passed a physical examination administered by a licensed physician within the past year showing that they are physically qualified to operate vehicles safely.

PERSONAL PROTECTIVE EQUIPMENT

4.1 HARDHAT AREAS. The entire job site, with the exception of offices, shall be considered a hardhat area. All personal entering the area are, without exception, required to wear hardhats. The contractor shall provide hardhats for visitors entering hardhat areas.

4.1.1 LABELS Hardhats shall bear a manufacturer's label indicating design compliance with the appropriate ANSI (American National Standards Institute) standard.

4.2 POSTING. Signs at least three by four feet worded as follows with red letters (minimum six inches high) and white background shall be erected at access points to designated hardhat areas:

H.5 (Continued)

**CONSTRUCTION AREA--HARDHATS REQUIRED
BEYOND THIS POINT**

These signs are to be furnished and installed by the contractor at entries to shops, construction yards, and job access points.

4.3 SAFETY GOGGLES (DRILLERS)

4.3.1 DRILLERS AND HELPERS. Drillers and helpers operating pneumatic rock drills must wear protective safety goggles.

MACHINERY AND MECHANIZED EQUIPMENT

5.1 SAFE CONDITION. Before any machinery or mechanized equipment is initially used on the job, it must be inspected and tested by qualified personnel and determined to be in safe operating condition and appropriate for the intended use. Operators shall inspect their equipment prior to the beginning of each shift. Any deficiencies or defects shall be corrected prior to using the equipment. Safety equipment, such as seatbelts, installed on machinery is to be used by equipment operators.

5.2 TAGGING AND LOCKING. The controls of power-driven equipment under repair are to be locked.

An effective lockout and tagging procedure is to be established, prescribing specific responsibilities and safety procedures to be followed by the person or persons performing repair work.

5.3 HAUL ROADS FOR EQUIPMENT

5.3.1 ROAD MAINTENANCE. The contractor shall maintain all roadways, including haul roads and access roads, in a safe condition so as to eliminate or control dust and ice hazards. Wherever dust is a hazard, adequate dust-laying equipment shall be available at the job site and utilized to control the dust.

5.3.2 SINGLE-LANE HAUL ROADS. Single-lane haul roads with two-way traffic shall have adequate turnouts. Where turnouts are not practical, a traffic control system shall be provided to prevent accidents.

5.3.3 TWO-WAY HAUL ROADS. On two-way roads,

H.5 (Continued)

arrangements are to be such that vehicles travel on the right side wherever possible. Signs and traffic control devices are to be employed to indicate clearly any variations from a right-hand traffic pattern. The road shall be wide enough to permit safe passage of opposing traffic, considering the type of hauling equipment used.

5.3.4 DESIGN AND CONSTRUCTION OF HAUL ROADS. Haul road design criteria and drawings, if requested by the contracting officer, are to be submitted for approval prior to road construction. Sustained grades shall not exceed 12 percent and all curves shall have open-sight line with as great a radius as practical. All roads shall be posed with curve signs and maximum speed limits that will permit the equipment to be stopped within one-half the minimum sight distance.

5.3.5. OPERATORS. Machinery and mechanized equipment shall be operated only by authorized qualified persons.

5.3.6 RIDING ON EQUIPMENT. Riding on equipment by unauthorized personnel is prohibited. Seating and safety belts shall be provided for the operator and all passengers.

5.3.7. GETTING ON OR OFF EQUIPMENT. Getting on or off equipment while the equipment is in motion is prohibited.

5.3.8. HOURS OF OPERATION. Except in emergencies, an equipment operator shall not operate any mobile or hoisting equipment for more than 12 hours without an eight hour rest interval away from the job.

5.4. POWER CRANES AND HOISTS (TRUCK CRANES, CRAWLER CRANES, TOWER CRANES, GANTRY CRANES, HAMMERHEAD CRANES, DERRICKS, CABLEWAYS, AND HOISTS).

5.4.1 PERFORMANCE TEST. Before initial onsite operation, at 12-month intervals, and after major repairs or modification, power cranes, derricks, cableways, and hoists must satisfactorily complete a performance test to demonstrate the equipment's ability to safely handle and maneuver the rated loads. The tests shall be conducted in the presence of a representative of the contracting officer. Test data shall be recorded and a copy furnished the contracting officer.

H.5 (Continued)

5.4.2. PERFORMANCE TEST-POWER CRANES (Crawler mounted, truck mounted, and wheel mounted). The performance test is to be carried out with outriggers set and with a test load weighing 110 percent of the rated capacity when the boom angle is from 30 to 60 above the horizontal. The test is to consist of raising, lowering and braking the load and rotating the test load through 360 at the specified boom angle or radius. Cranes equipped with jibs or boom tip extensions are to be tested using both the main boom and the jib, with an appropriate test load in each case.

5.4.3. PERFORMANCE TEST-DERRICKS, GANTRY CRANES, TOWER CRANES, CABLEWAYS, AND HOISTS, INCLUDING OVERHEAD CRANES. This equipment is to be performance tested with a test load weighing 110 percent of the rated load. In testing cableways, the test load is to be traveled to the upstream and downstream limits of travel and thoroughly performance tested in at least three travel positions, including both limits of travel.

5.4.4. BOOM ANGLE INDICATOR. Power cranes (includes draglines) with booms capable of moving in the vertical plane shall be provided with a boom angle indicator in good working order.

5.4.5. CRANE TEST CERTIFICATION. The performance test required by 5.4.2 and 5.4.3 is fulfilled if the contractor provides the contracting officer a copy of the certificate of inspection made within the past 12 months by a qualified person or by a government or private agency satisfactory to the contracting officer.

5.4.6. POSTING FOR HIGH VOLTAGE LINES. A notice of the ten foot (or greater) clearance required by OSHA 1926.550, Subpart N, shall be posted in the operator's cab of cranes, shovels, boom-type concrete pumps, backhoes, and related equipment.

5.4.7. BOOM STOPS. Cranes or derricks with cable-supported booms, except draglines, shall have a device attached between the gantry of the A-frame and the boom chords to limit the elevation of the boom. The device shall control the vertical motions of the boom with increasing resistance from 83 or less, until completely stopping the boom at not over 87 above horizontal.

independently attached or extended, shall be used when

5.6.3 SAFETY BELTS, LIFELINES, AND LANYARDS, OSHA 1926, Subpart E, Section 104, LifeLines, safety belts and lanyards

for all work except that which can be done safely from the ground or similar footing.

5.6.2 SCAFFOLDING, OSHA 1926, Subpart L—Section 451, Scaffolds, platforms or temporary floors shall be provided for all work except that which can be done safely from the ground or similar footing.

No work requiring lifting of heavy materials or substation shall be used as work platforms only when use of ladders shall be used as work platforms only when use of small hand tools or handling of light material is involved.

5.6.1 LADDERS, OSHA 1926, Subpart L—Section 450, Ladders shall be used as work platforms only when use of ladders shall be used as work platforms only when use of

5.6 LADDERS AND SCAFFOLDING.

5.5.3 EQUIPMENT REQUIREMENT FOR SEATBELTS AS SPECIFIED IN OSHA Subpart O, Motor Vehicles, Mechanized Equipment, and Marine Operations, Section 1926, 602 shall also apply to self-propelled compressors and rollers, and rubber-tired skid-steer equipment.

5.5.2 EQUIPMENT REQUIREMENT FOR ROPS, THE requirement for ROPS meeting 5.5.1 above applies to crawler and rubber-tired tractors such as dozers, push-and-pull tractors, which tractors, with backhoes, and movers; off-highway, self-propelled, pneumatic-tired earth movers, including scrapers, motor graders and loaders; and rollers, compressors, motor trailers (excluding truck cabs). These trailers (excluding truck cabs) shall also apply to agricultural and regular vehicles (excluding truck cabs).

5.5.1 ROLLOVER PROTECTIVE STRUCTURES, OSHA 1926, Subpart W, Overhead Protection, Sections 1000 and 1002 are applicable regardless of the year in which the equipment was manufactured and regardless of the structural capacity of the equipment.

5.4.8. SAFETY HOOKS. Hooks used in hoisting personnel or loads over construction personnel or in the immediate vicinity of construction personnel shall be forged steel equipped with safety keepers. When shackles are used under these conditions, they shall be of the locking type or have the pin secured to prohibits turning.

5.5 ROLLOVER PROTECTIVE STRUCTURES (ROPS)

H.5 (Continued)

H.5 (Continued)

performing such work as the following when the requirements of 5.6.1 or 5.6.2 above cannot be met.

- (a) Work on stored materials in hoppers, bins, silos, tanks, or other confined spaces.
- (b) Work on hazardous slopes, structural steel, or poles; erection or dismantling of safety nets, tying reinforcing bars; and work with Boatswain's chairs, swinging scaffolds, or other unguarded locations at elevations greater than 6 feet.
- (c) Work on skips and platforms used in shafts by crews when the skip or cage does not block the opening to within 1 foot of the sides of the shaft, unless cages are provided.

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

www.acnet.gov/far

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE
52.202-1	DEFINITIONS Alternate I (MAY 2001)	DEC 2001
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-7	ANTI-KICKBACK PROCEDURES	JUL 1995
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN 2003
52.204-4	PRINTED/COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG 2000
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL 1995
52.214-29	ORDER OF PRECEDENCE - SEALED BIDDING	JAN 1986
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERN	OCT 2000
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN Alternate I (OCT 2001)	JAN 2002
52.219-16	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN	JAN 1999
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB 1997
52.222-3	CONVICT LABOR	JUN 2003

I.1 (Continued)

NUMBER	TITLE	DATE
52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT--OVERTIME COMPENSATION	SEP 2000
52.222-7	WITHHOLDING OF FUNDS	FEB 1988
52.222-8	PAYROLLS AND BASIC RECORDS	FEB 1988
52.222-9	APPRENTICES AND TRAINEES	FEB 1988
52.222-10	COMPLIANCE WITH COPELAND ACT REQUIREMENTS	FEB 1988
52.222-11	SUBCONTRACTS (LABOR STANDARDS)	FEB 1988
52.222-12	CONTRACT TERMINATION - DEBARMENT	FEB 1988
52.222-13	COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS	FEB 1988
52.222-14	DISPUTES CONCERNING LABOR STANDARDS	FEB 1988
52.222-15	CERTIFICATION OF ELIGIBILITY	FEB 1988
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
52.222-26	EQUAL OPPORTUNITY	APR 2002
52.222-27	AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION	FEB 1999
52.222-35	AFFIRMATIVE ACTION FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC 2001
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN 1998
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC 2001
52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA Alternate I (JUL 1995)	JAN 1997
52.223-6	DRUG-FREE WORKPLACE	MAY 2001
52.223-14	TOXIC CHEMICAL RELEASE REPORTING	AUG 2003
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	DEC 2003
52.227-1	AUTHORIZATION AND CONSENT	JUL 1995
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG 1996
52.227-4	PATENT INDEMNITY - CONSTRUCTION CONTRACTS	APR 1984
52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR 2003
52.232-5	PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS	SEP 2002
52.232-17	INTEREST	JUN 1996
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986

I.1 (Continued)

NUMBER	TITLE	DATE
52.232-27	PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS	OCT 2003
52.233-1	DISPUTES	JUL 2002
	Alternate I (DEC 1991)	
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.236-2	DIFFERING SITE CONDITIONS	APR 1984
52.236-3	SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK	APR 1984
52.236-5	MATERIAL AND WORKMANSHIP	APR 1984
52.236-6	SUPERINTENDENCE BY THE CONTRACTOR	APR 1984
52.236-7	PERMITS AND RESPONSIBILITIES	NOV 1991
52.236-8	OTHER CONTRACTS	APR 1984
52.236-9	PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS	APR 1984
52.236-10	OPERATIONS AND STORAGE AREAS	APR 1984
52.236-11	USE AND POSSESSION PRIOR TO COMPLETION	APR 1984
52.236-12	CLEANING UP	APR 1984
52.236-13	ACCIDENT PREVENTION	NOV 1991
52.236-21	SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION	FEB 1997
	Alternate I (APR 1984)	
52.242-13	BANKRUPTCY	JUL 1995
52.243-4	CHANGES	AUG 1987
52.248-3	VALUE ENGINEERING - CONSTRUCTION	FEB 2000
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	SEP 1996
	Alternate I (SEP 1996)	
52.249-10	DEFAULT (FIXED-PRICE CONSTRUCTION)	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

I.2 52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERN (JAN 1999)

- (a) Definition. "HUBZone small business concern," as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.
- (b) Evaluation preference.
 - (1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except--
 - (i) Offers from HUBZone small business concerns that have not waived the evaluation preference;
 - (ii) Otherwise successful offers from small business

I.2 (Continued)

concerns;

- (iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is exceeded (see 25.402 of the Federal Acquisition Regulation (FAR)); and
 - (iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government.
- (2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.
- (3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer. These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.
- (c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.
- [] Offeror elects to waive the evaluation preference.
- (d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for--
- (1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;
 - (2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;
 - (3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on

I.2 (Continued)

the concern's employees or the employees of other HUBZone small business concerns; or

- (4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.
- (e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants.
- (f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

I.3 52.225-9 BUY AMERICAN ACT--CONSTRUCTION MATERIALS (JUN 2003)

(a) Definitions. As used in this clause--

"Component" means an article, material, or supply incorporated directly into a construction material.

"Construction material" means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

"Cost of components" means--

- (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
- (2) For components manufactured by the Contractor, all costs

I.3 (Continued)

associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

"Domestic construction material" means--

- (1) An unmanufactured construction material mined or produced in the United States; or
- (2) A construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic.

"Foreign construction material" means a construction material other than a domestic construction material.

"United States" means the 50 States, the District of Columbia, and outlying areas.

(b) Domestic preference.

- (1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) by providing a preference for domestic construction material. The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b) (2) and (b) (3) of this clause.
- (2) This requirement does not apply to the construction material or components listed by the Government as follows:

none

- (3) The Contracting Officer may add other foreign construction material to the list in paragraph (b) (2) of this clause if the Government determines that--
 - (i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the

I.3 (Continued)

requirements of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

- (ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or
- (iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American Act.

- (1) (i) Any Contractor request to use foreign construction material in accordance with paragraph (b) (3) of this clause shall include adequate information for Government evaluation of the request, including--
 - (A) A description of the foreign and domestic construction materials;
 - (B) Unit of measure;
 - (C) Quantity;
 - (D) Price;
 - (E) Time of delivery or availability;
 - (F) Location of the construction project;
 - (G) Name and address of the proposed supplier; and
 - (H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b) (3) of this clause.
- (ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.
- (iii) The price of construction material shall include all delivery costs to the construction site and any

- (d) Any Contractor request for a determination
submitted after contract award shall explain why
the Contractor could not reasonably foresee the
need for such determination and could not have
requested the determination before contract award.
If the Contractor does not submit a statement
explaining, the Contracting Officer need not make
a determination, the Contracting Officer need not make
any determination after contract award and the
Contracting Officer and the Contractor may agree
on a determination to be made by the Contracting
Officer.
- (ii) Any Contractor request for a determination
submitted after contract award shall explain why
the Contractor could not reasonably foresee the
need for such determination and could not have
requested the determination before contract award.
If the Contractor does not submit a statement
explaining, the Contracting Officer need not make
a determination, the Contracting Officer need not make
any determination after contract award and the
Contracting Officer and the Contractor may agree
on a determination to be made by the Contracting
Officer.
- (2) If the Government determines after contract award that an
exception to the Buy American Act applies and the
Contracting Officer and the Contractor negotiate
a determination, the Contracting Officer need not make
any determination after contract award and the
Contracting Officer and the Contractor may agree
on a determination to be made by the Contracting
Officer.
- (3) Unless the Government determines that an exception to the
Buy American Act applies, use of foreign construction
material is noncompliant with the Buy American Act.
(a) Data. To permit evaluation of requests under paragraph (c) of
this clause based on unreasonable costs, the Contractor shall
include the following information and any applicable
supporting data based on the survey of suppliers:
- | Construction Material | Unit of Measure | Quantity (Dollars)* | Description |
|---------------------------------------|-----------------|---------------------|--------------------------------|
| Item 1: Foreign construction material | | | Domestic construction material |
| Item 2: Foreign construction material | | | Domestic construction material |
| Foreign construction material | | | Domestic construction material |
| Domestic construction material | | | Domestic construction material |
- PORERIG AND DOMESTIC CONSTRUCTION MATERIALS PRICE COMPARISON

I.3 (Continued)

[Include other applicable supporting information.]

[*Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).]

I.4 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (APR 2003)

(a) Definitions. As used in this clause--

"Commercial item" has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) (1) The Contractor shall insert the following clauses in subcontracts for commercial items:

- (i) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (ii) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
- (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212(a)).
- (iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- (v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

I.4 (Continued)

- (2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.
- (d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

I.5 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.
- (b) The use in this solicitation or contract of any Agriculture Acquisition Regulation (48 CFR Chapter 4) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

I.6 NRCSAR 41-52.232-72 OTHER INVOICING REQUIREMENTS UNDER PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (NRCS, AMB JUL 1993)

- (1) In addition to the information required in clause 52.232-27, Prompt Payment Construction Contracts, the contractor shall provide the following:
 - (i) The original and one copy of each invoice are to be delivered to the Contracting Officer at the location shown in Block 24 of Form SF-1442.
 - (ii) One copy of each invoice is to be submitted to the Contracting Officer's Technical Representative (COTR) who will be identified prior to the work starting.
- (2) The following must be attached to the original invoice submitted to the contracting officer and to the copy of the invoice submitted to the COTR:
 - (i) A complete remittance address along with vendor identification number on the second line.
 - (ii) Billing period.
 - (iii) If requesting Payment for materials delivered but not installed, Contractor will provide evidence of title to the

I.6 (Continued)

materials as required by FAR clause 52.232-5, Payments Under Fixed-Price Construction Contracts.

(iv) Itemization of payment requests by contract item number (CIN) as shown in Section B of the contract. Invoice will include the quantity performed that is being invoiced, the unit price and the CIN total price, and a sum total of amount of payment requested. Invoice will also include the cumulative quantities and amount by CIN.

(v) A signed certification as required by FAR clause 52.232-5, Payments Under Fixed-Price Construction Contracts.

(vi) A copy of the payrolls and statements of compliance not previously submitted to cover the billing period.

(3) The FINAL invoice billing shall also contain the following RELEASE OF CLAIMS statement as required by FAR clause 52.232-5, Payments Under Fixed-Price Construction Contracts: I, (Name of Contractor), do hereby release the United States of America from any and all claims of any character whatsoever arising under and by virtue of contract number (Identify Contract) dated (Date) as amended, except as herein stated.

(Date of Release)

(Signature of Contractor)

I.7 NRCSAR 4I-52.249-70 TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER
(NRCS, AMB) (JULY 1993)

(a) This clause specifies the procedure for determination of time extensions for unusually severe weather in accordance with the FAR clause 52.249-08, DEFAULT (FIXED PRICE SUPPLY AND SERVICE). In order for the Contracting Officer to award a time extension under this clause, the following conditions must be satisfied:

(1) The weather experienced at the project site during the contract period must be found to be unusually severe; that is, more severe than the weather anticipated for the project location during any given month.

(2) The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without the fault or negligence of the contractor.

(b) The following schedule of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location and will constitute the baseline for monthly weather time evaluations.

I.7 (Continued)

The contractor's progress schedule must reflect those anticipated weather delays in all weather dependent activities.

MONTHLY ANTICIPATED ADVERSE WEATHER DELAY WORK
DAYS BASED ON A SEVEN (7) DAY WORK WEEK

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
(7)	(5)	(3)	(2)	(3)	(3)	(3)	(3)	(4)	(2)	(3)	(6)

(C) Upon acknowledgement of the Notice to Proceed (NTP) and continuing throughout the contract, the contractor will record the occurrence of adverse weather and resultant impact to normally scheduled work. Actual adverse weather delay must prevent work on critical activities for fifty (50) percent or more of the contractor's scheduled work day. The number of actual adverse weather days shall include days impacted by actual adverse weather (even if adverse weather occurred in the previous month), be calculated chronologically from the first to the last day of the month, and be recorded as full days. If the number of actual days adverse weather days exceeds the number of days anticipated in paragraph (b) above, the contractor may submit a written request for a modification for extension of performance time due to unusually severe weather. The Contracting Officer will convert any qualifying delays into calendar days, giving full consideration for equivalent fair weather work days, and issue a modification in accordance with FAR clause 52.249-08, DEFAULT (FIXED PRICE SUPPLY AND SERVICES)

NRCS-5-1A-1003

Section 3

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION 3 - LIST OF ATTACHMENTS

J.1 SECTION J ATTACHMENTS

THE FOLLOWING IS A LIST OF ATTACHMENTS WHICH ARE HEREBY INCLUDED AS PART OF THIS SOLICITATION:

(2) DRAWINGS

(1) SPECIFICATIONS